

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Afraaz R. Irani, M.D.,)

Plaintiff,)

vs.)

Palmetto Health;)

University of South)

School of Medicine;)

David E. Koon, Jr.,)

M.D., in his individual)

capacity; and John J.)

Walsh, IV, M.D., in his)

individual capacity,)

Defendants.)

C/A No. 3:14-cv-03577-CMC-KDW

COPY

DEPOSITION OF

R. CAUGHMAN TAYLOR, M.D.

Wednesday, April 15, 2015

10:41 a.m. - 12:32 p.m.

The deposition of R. CAUGHMAN TAYLOR, M.D., taken on behalf of the Plaintiff at the offices of the South Carolina Bar Conference Center, 2nd Floor, 1501 Park Street, Columbia, South Carolina, on the 15th day of April, 2015, before Lyn A. Hudson, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.

1 Q: Does each specialty or subspecialty have an RRC that
2 that has their own program requirements for that
3 particular designation?

4 A: Yes, sir. They have their specific program
5 requirements.

6 Q: Okay. Let me mark a document as Exhibit 1. I've only
7 got two extra copies down there for the lawyers.

8 (Plaintiff's Exhibit Number 1 was marked for identification
9 purposes.)

10 Q: Do you recognize Exhibit 1, Dr. Caughman? I mean,
11 Dr. Taylor?

12 A: Yes, sir.

13 Q: And that's an affidavit that you prepared in this case;
14 is that right?

15 A: That was prepared for me by legal counsel. Yes, sir.

16 Q: Was that prepared by Mr. Stanley's office or by
17 Ms. Thomas's office?

18 A: I do not recall or, I'm not sure.

19 Q: Okay. Do you know what the purpose of this affidavit
20 is or was?

21 A: I think it was to determine or state what the
22 relationship was for Dr. Irani with the School of
23 Medicine.

24 Q: Are you aware that this document has been submitted to
25 the United States District Court in this case?

1 A: Not until you just told me.

2 Q: Do you see the caption of the case at the top, Afraaz
3 R. Irani, M.D. versus Palmetto Health and others?

4 A: Yes, sir.

5 Q: And it's in the United States District Court for the
6 District of South Carolina?

7 A: Yes, sir.

8 Q: Did you read this affidavit before you signed it?

9 A: Yes, sir.

10 Q: Was it true and accurate to the best of your abilities
11 or knowledge?

12 A: Yes, sir.

13 Q: What did you do to confirm that the statements in this
14 affidavit are true?

15 A: Discussed with legal counsel.

16 Q: How did you confirm that Dr. Irani -- let me ask first.
17 Other than discussions with legal counsel, did you do
18 anything else in terms of making yourself familiar with
19 this situation or researching the situation in
20 preparing your affidavit?

21 A: No, sir.

22 Q: How did you confirm that Dr. Irani was not employed by
23 the University of South Carolina School of Medicine?

24 A: Because none of the residents are.

25 Q: What does the word employed mean to you?

1 A: That you are paid by that institution.

2 Q: Can you be an employee of somewhere without being paid
3 directly by that institution?

4 MS. THOMAS: Object to the form.

5 A: I wouldn't know.

6 BY MR. ROTHSTEIN:

7 Q: Are you, I assume you're not a lawyer?

8 A: No, sir.

9 Q: Have you ever had any type of legal training or
10 education?

11 A: No, sir.

12 Q: Okay. Do you know what the legal definition of being
13 employed under South Carolina is?

14 A: No, sir.

15 Q: Do you know what the legal definition of being employed
16 for federal law is?

17 A: No, sir.

18 Q: All right. So when you said that you confirmed Dr.
19 Irani was never employed by the University of South
20 Carolina School of Medicine, that meant that he was
21 never paid directly from the University of South
22 Carolina School of Medicine; is that right?

23 MS. THOMAS: Objection.

24 BY MR. ROTHSTEIN:

25 Q: For any work that he did?

1 State of South Carolina while acting within the course
2 and scope of their employment?

3 A: Yes, sir.

4 Q: Do you believe that's why you were dismissed from the
5 case?

6 MS. THOMAS: Object to the form.

7 MS. HELMS: Object to the form.

8 A: No, sir.

9 BY MR. ROTHSTEIN:

10 Q: Okay. Did the case continue against the University of
11 South Carolina School of Medicine after you were
12 dropped from the case?

13 MS. THOMAS: Object to the form.

14 A: I don't know.

15 BY MR. ROTHSTEIN:

16 Q: Now looking at paragraph four of your affidavit, what
17 did you do to confirm that Dr. Irani never had a
18 contract with the University of South Carolina School
19 of Medicine?

20 A: Confirmed with legal counsel.

21 Q: Anything other than talking to the lawyers for the USC
22 School of Medicine?

23 A: No, sir.

24 Q: Do you know, do you know whether an employment contract
25 can be implied under South Carolina law by the issuance

1 of an employee handbook or policy manual?

2 MS. THOMAS: Object to the form.

3 MS. HELMS: Object to the form.

4 A: No, sir.

5 (Plaintiff's Exhibit Number 2 was marked for identification
6 purposes.)

7 Q: Show you Exhibit 2. Have you ever seen Exhibit 2
8 before?

9 A: No, sir.

10 Q: Does your department at the USC Pediatrics Department
11 have a residency manual?

12 A: Yes, sir.

13 Q: Does it look similar to this Exhibit 2 other than the
14 fact that this one is for the orthopaedics, Orthopaedic
15 Surgery Department?

16 A: There's similarities. Yes, sir.

17 Q: You've never seen this document or a portion of this
18 document before?

19 A: No, sir.

20 Q: Okay. So when you said there was no contract between
21 Dr. Irani and the University of South Carolina School
22 of Medicine, you didn't consider the possibility that
23 this document could create an employment contract, did
24 you?

25 MS. THOMAS: Object to the form.

1 A: Again, I discussed it all with legal counsel.

2 BY MR. ROTHSTEIN:

3 Q: My question is when you made that statement in your
4 affidavit you didn't consider whether the residency
5 manual or the residency handbook could create an
6 employment contract between USC and Dr. Irani, did you?

7 MS. THOMAS: Object to the form.

8 A: I would have no reason to know that or expect that. I
9 would have thought that legal counsel or our GME
10 offices would advise anyone of that.

11 BY MR. ROTHSTEIN:

12 Q: So in your affidavit when you stated that the
13 statements in there are based on your own personal
14 knowledge, that wasn't true, was it?

15 A: No, sir. That was true.

16 Q: Okay. What is your personal knowledge about whether
17 the residency manual under orthopaedic surgery could be
18 a contract of employment between Dr. Irani and USC?

19 MS. THOMAS: Object to the form.

20 A: As I've stated I don't know law. But I've always been
21 told that they were employed by Palmetto Health, knew
22 the checks and benefits came from there and any salary
23 increases and everything. So in simple terms and being
24 a personal understanding was that they were employed by
25 Palmetto Health. And we were always told that.